

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

KORI STAUB, MORGAN JONES, §
KATIE CARLTON, TERESA AUTERY, §
and JESSICA AYTES, §
§
Plaintiffs, §
§
v. § Case No. 2:20-cv-00100-JRG-RSP
§
HERB & DEE'S BREAK ROOM §
SOCIAL CLUB, INC., HERBERT M. §
WILBURN, and DEIDRE BOCKMON, §
§
Defendants. §

WRIT OF ATTACHMENT AND SEIZURE

Before the Court is the First *Ex Parte* Motion for Turnover and Attachment Order (“Motion”) filed by Receivers James W. Volberding and Seth Kretzer (the “Receivers”). **Dkt. No. 30.** The Receivers’ Motion seeks a turnover and attachment order permitting them to seize Herb & Dee’s Break Room, a bar in Longview, in accordance with Federal Rules of Civil Procedure 64 and 66. After due consideration, the Court **GRANTS** the Receivers’ Motion.

It is therefore **ORDERED** that this Write of Attachment and Seizure is issued pursuant to Federal Rules of Civil Procedure 64 and 66. With the assistance of the U.S. Marshal, the Receivers are authorized and ordered to attach and seize the following property:

1. Herb & Dee’s Break Room, located at 1408 W. Marshall Avenue, Longview, Texas, owned and controlled by Herb & Dee’s Break Room Social Club, Inc., Hebert Marvin Wilburn, Jr. and Diedre Bockman (hereinafter, the “Business”);
2. All tangible property used by the Business to conduct its operations, including, but not limited to, inventory, equipment, fixtures, furniture, vehicles, trailers, computers, landline phones, cellular phones, iPads or hand-held computers, electronic equipment, electronic systems, computer servers, and any other machines;
3. All intangible property used by the Business to conduct its operations, including, but not limited to, financial accounts, bank accounts, investment accounts, credit card

payment accounts, credit cards, lines of credit, contracts, lease contracts, rental contracts, purchase contracts, and licenses;

4. All real property used by the Business to conduct its operations, including, but not limited to, land, buildings, sheds, warehouses, trailers, signs, and any other fixed real property;
5. All keys and combinations to all doors, safes, rooms, structures, buildings, equipment, fixtures, machines, vehicles, warehouses, trailers, sheds, post office boxes, held, used, maintained or owned by the Business or located at the site of the Business;
6. All computer identification codes and passwords for all electronic equipment and computers held, used, maintained or owned by the Business, or any employees or managers or owners, including cell phones, computers, door locks, safes, iPads, cash registers, websites, credit card processing applications, bank accounts, and investment accounts; and
7. All paper and electronic records, documents and files of the Business of every kind, including, but not limited to, all checkbooks, bank statements, bank reconciliations, tax returns, tax statements, tax reports, state and local government filings, federal government filings, financial statements, profit and loss statements, accounting records and statements, payroll records, vendor payment records, and credit card processing statements and records.

It is further **ORDERED** that the Receivers are authorized to remove all persons from the property they believe necessary, including employees, owners and managers. Receivers are authorized to hire, install and pay any employees or managers or security guards necessary to operate the business. The Receivers are authorized to hire a locksmith to change all locks at the Business or on the Premises. Receivers are authorized to hire an appropriate business broker to market the business and seek qualified buyer on reasonable commercial terms. Receivers are authorized to execute a sales contract for the business and close the sale to a qualified buyer on reasonable commercial terms. Receivers are authorized to sign any legal documents and deeds necessary for this purpose.

It is further **ORDERED** that the Marshal shall assist the Receivers with execution of this Writ of Attachment and Seizure. The Marshal shall accompany the Receivers to the property as necessary and requested by the Receivers. The Marshal will ensure that all persons act peacefully

and shall protect the Receivers and their personnel and property as necessary. The Marshal shall seize and secure the Business's property, documents, records, vehicles and premises listed above and shall deliver to the Receivers. The Marshal shall remove any persons from the premises requested by the Receivers. The Marshal shall permit egress and ingress of persons into the Business and premises authorized by the Receivers. The Marshal shall break or cut any locks and break any doors or gates necessary for the Receivers to seize and secure the Business, property and premises.

The Receivers shall deposit with the Marshal the \$2,000 deposit required by the Marshal. The Receivers shall timely pay any fees or further deposits required by the Marshal.

SIGNED this 13th day of April, 2021.



ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE